located in a purely residential section of the community. *Saier* v. *Joy*, 198 Mich. 295, 164 N. W. 507; *Densmore* v. *Evergreen Camp*, *supra*. But in any case it is a question of applying the legal standard to the particular facts of a given situation — to attempt to lay down detailed rules as to what constitutes a nuisance is futile.

OFFER AND ACCEPTANCE — BILATERAL CONTRACTS — SILENCE AS ACCEPTANCE. — A traveling salesman of the defendant corporation solicited and obtained from the plaintiff an order for certain goods which he was authorized to handle. The plaintiff heard nothing more from the order until he directed shipment two months later under the terms of the order. The defendant denied any acceptance. In the meanwhile the price of the goods had advanced considerably. The plaintiff sued for breach of contract and obtained judgment in the lower court. *Held*, that the judgment be affirmed. *Cole-McIntyre-Norfleet Co.* v. *Holloway*, 214 S. W. 817 (Tenn.).

For a discussion of this case, see NOTES, *supra*, p. 595.

PLEADING — PARTIES — JOINDER — COUNTERCLAIM AGAINST THE PLAINTIFF AND ANOTHER IN THE ALTERNATIVE UNDER THE JUDICATURE ACT. — In an action for goods sold and delivered, the defendant pleaded as a defense and also by way of counterclaim that the plaintiff committed a breach of an implied term of the contract by failing to pack the goods in such a way as to make them reasonably fit to stand the ordinary risks of transit by rail. In the counterclaim he joined the carrier, alleging against it that the goods had been so treated in transit that on their arrival they were in bad condition. The Judicature Act of 1873 provides that the courts shall have power to grant to any defendant "all such relief relating to or connected with the original subject of the cause or matter, and in like manner claimed against any other person, whether already a party to the same cause or matter or not . . . as might properly have been granted against such person if he had been made a defendant to a cause duly instituted by the same defendant for the like purpose" (36 & 37 VICT., c. 66, § 24 (3)). From an order refusing to strike out the counterclaim in so far as it joined the carrier as a defendant to the counterclaim, the plaintiff appealed. *Held*, that the order be affirmed. *Smith* v. *Buskell*, [1919] 2 K. B. 362.

Under the Judicature Act of 1873 and the Supreme Court of Judicature Rules, Order XVI, Rule 7, a plaintiff who is in doubt as to the person from whom he is entitled to redress may join two or more defendants in order to determine which, if any, of the defendants is liable. See 31 HARV. L. REV. 1034. The principal case is the converse of this proposition. A defendant who wishes to set up a counterclaim to a cause of action growing out of the same transaction as that which formed the basis of the plaintiff's cause of action, but who is in doubt as to whether the plaintiff or some third party connected with the transaction is liable, may join both as defendants to the counterclaim. See SUPREME COURT OF JUDICATURE RULES, Order XIX, Rule 3; Order XXI, Rules 11 and 15. The result is a logical development from the previous English decisions, and the case shows a willingness by the English Court effectively to carry out the purpose of procedural reform legislation; an attitude which has unfortunately not always been taken by the American courts.

PUBLIC SERVICE COMPANIES — FRANCHISES — PROTECTION OF PUBLIC SERVICE ENTERPRISES FROM COMPETITION. — A metropolitan street railway system had been established, under a general law providing that no two railroad corporations should occupy and use the same street or track for a greater distance than five blocks, and the franchise contained a similar provision. It sought an injunction to prevent the city from constructing a parallel system in